

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

MICHAEL J. JONES,	:	Case No. 18-10644-TPA
<i>Debtor.</i>	:	Chapter 13
	:	
MICHAEL J. JONES,	:	Related to Doc. No. 32, 46
<i>Movant,</i>	:	
v.	:	
FREEDOM MORTGAGE	:	
CORPORATION,	:	
<i>Respondent.</i>	:	

ORDER

AND NOW, this ***13th*** day of ***March 2020***, for the reasons stated at the hearing on March 4, 2020 and in light of the agreement of the Parties to settle and discontinue the litigation pending in regards to the within contested matter, including the Debtor's ***Objection to Notice of Mortgage Payment Change*** (Doc. 32) and ***Response of Freedom Mortgage Corporation to Debtor's Objection of Notice of Mortgage Payment Change*** (Doc. 46), it is hereby ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that:

(1) The Respondent shall ***immediately*** file an amended ***Notice of Mortgage Payment Change*** which amends and supersedes the ***Notice of Mortgage Payment Change*** (Claim 6-2) filed on July 11, 2019.

(2) The second ***Notice of Mortgage Payment Change*** filed on November 15, 2019 (Claim 6-2) is ***DISMISSED*** since this a duplicate filing and unnecessary notice.

(3) Freedom Mortgage Corporation shall no longer include property taxes in its calculation of the Debtor's escrow expenses.

(4) ***On or before April 2, 2020***, the Debtor and Seelinger Law Corporation shall each send Freedom Mortgage Corporation fully executed W-9 forms.

(5) ***On or before April 9, 2020***, ***Freedom*** Mortgage Corporation shall pay the Debtor \$1,000 as compensation, and Freedom Mortgage Corporation shall pay Seelinger Law Corporation \$3,000 in compensation of attorneys' fees and costs.

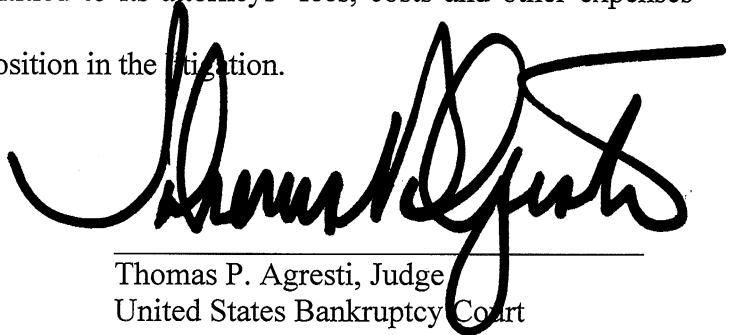
(6) The Debtor's *Objection* is ***DISMISSED***.

(7) Upon payment of the monies referenced in Paragraph 5 above, Freedom Mortgage Corporation, its successors, assigns, agents, servants and/or employees, is forever released from any and all further liability and/or damages regarding claims arising out of or resulting from the filing of the July 11, 2019 and November 15, 2019 *Notices of Mortgage Payment Change* filed at Claim 6-2, as well as any and all other matters related or incidental thereto, the Debtor indemnifying and agreeing to hold Freedom Mortgage Corporation, its successors, assigns, agents, servants and/or employees harmless from any claim for all of the foregoing. In the event the Debtor makes any future claim for damages or otherwise and/or files any action or litigation regarding the foregoing, contrary to the terms of this Order and the subject of the within indemnification and release of liability, Freedom Mortgage Corporation, its successors, assigns, agents, servants and/or employees, shall be entitled to payment from the Debtor for its attorney's fees, costs, and other expenses incurred in defending the same.

(8) In the event any Party objects to this Order, said ***Objection*** shall be filed ***on or before March 27, 2020.***

(9) In the event an *Objection* is filed pursuant to Paragraph (8), above, all deadlines as stated above shall be stayed and an evidentiary hearing on the Debtor's ***Objection to Notice of Mortgage Payment Change*** (Doc. 32) will be immediately scheduled.

(10) In the event this matter proceeds to evidentiary hearing due to an *Objection* filed, the prevailing party (i.e. the party who fares better than what this Order offers and as ultimately determined by the Undersigned) will be entitled to its attorneys' fees, costs and other expenses incurred by it in prosecuting its prevailing position in the litigation.



Thomas P. Agresti, Judge
United States Bankruptcy Court

Case administrator to serve:

Debtor
Richard Bedford, Esq.
Jodi Hause, Esq.
Ronda Winnecour, Esq.